

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MAXIMO FERREIRAS,
M.C. PARK AVENUE FOOD CORP.,

CONSENT JUDGMENT

Plaintiff,
- against -

Civil Action
No. CV-05-0855

UNITED STATES DEPARTMENT OF
AGRICULTURE, FOOD AND NUTRITION
SERVICE,

(Glasser, J.)
(Levy, M.J.)

Defendant.

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Plaintiff commenced this action against the United States Department of Agriculture, Food and Nutrition Service (“USDA”), an agency of the United States of America, seeking to set aside the January 20, 2005, decision of the Administrative Review Branch of the USDA, which affirmed the USDA’s November 5, 2004, decision disqualifying Plaintiff from participation in the Food Stamp Program for a period of six months.

The United States and Plaintiff Maximo Ferreiras, who is the sole shareholder and officer of M.C. Park Avenue Food Corp., have mutually agreed that this action shall be dismissed with prejudice, without costs, expenses, or attorneys' fees to either party, and that judgment be entered and satisfied in accordance with the following terms and conditions:

1. Plaintiff will withdraw the above-referenced complaint with prejudice and without costs, expenses, or attorneys' fees to any party.
2. Plaintiff will pay to the United States of America a civil money penalty in the amount of **\$5,367.48 (Five Thousand Three Hundred Sixty-Seven Dollars and Forty-Eight Cents)**.

3. The above-referenced civil money penalty shall be paid by certified checks made payable to the United States Department of Justice in the following manner: the first installment for \$1,789.16 shall be due and payable upon the signing of this agreement. The remaining two installments of \$1,789.16 each shall be due by 5:00 P.M. on May 31, 2005, and June 30, 2005, respectively. The certified checks shall be delivered to the United States Attorney's Office, Eastern District of New York, One Pierrepont Plaza, Brooklyn, New York 11201, Attention: Financial Litigation Unit. In the event Plaintiff fails to deliver any installment when due, Plaintiff shall be deemed in default of this agreement.

4. If Plaintiff fails to tender any installment payment when due, Plaintiff shall be deemed in default of this agreement, and he agrees (1) to an automatic disqualification from the Food Stamp Program for six-months, commencing the day after the due date of the installment; (2) to a waiver of all rights to an administrative or judicial review of such disqualification; and (3) to forfeiture of any portion of the total civil money penalty of \$5,367.48 (Five Thousand Three Hundred Sixty-Seven Dollars and Forty-Eight Cents) that Plaintiff might have already paid.

5. Plaintiff will provide the USDA with a bond or Letter of Credit in the amount of **\$1,000.00 (One Thousand Dollars)** upon the signing of this agreement.

6. The above-referenced bond or letter of credit must (1) be from an agent recognized by the state of New York; (2) be valid for at least one year; (3) be made payable to "Food and Nutrition Service, USDA"; and (4) contain the following language:

This instrument is to ensure the ability of the Food and Nutrition Service, USDA, to collect payment of any fiscal claim assessed by the Food and Nutrition Service against Maximo Ferreiras and M.C. Park Avenue Food Corp. for Maximo Ferreiras and M.C. Park Avenue Food Corp.'s participation in the federal Food Stamp Program in

accordance with Section 278.1(b)(4) of the Food Stamp Program Regulations.

7. The above-referenced bond or letter of credit will be delivered to the Food and Nutrition Service, USDA, 201 Varick Street, Room 609, New York, New York 10014.

8. Plaintiff agrees to comply with all applicable laws and regulations of the Food Stamp Program and to fulfill his obligations as set forth in this stipulation. If a random inspection during the ensuing 12 months reveals any violation of the Food Stamp Act or regulations committed by Plaintiff or any of his employees, Plaintiff agrees (1) to an automatic and immediate disqualification from the Food Stamp Program for the period of time prescribed by the regulations for violations of the kind committed, (2) to a waiver of any rights to an administrative or judicial review of such suspension, and (3) to a forfeiture of any portion of the total civil money penalty of **\$5,367.48 (Five Thousand Three Hundred Sixty-Seven Dollars and Forty-Eight Cents)** that Plaintiff might have already paid.

9. The United States of America hereby modifies its administrative decision.

10. The United States of America agrees that, subject to all the terms of this stipulation, Plaintiff shall have the privilege of full participation in the Food Stamp Program upon the execution of this stipulation and receipt by the Food and Nutrition Service of the bond or letter of credit as described above.

11. The parties hereto agree that this stipulation sets forth the entire agreement between them relating to this matter.

12. The Court shall retain jurisdiction to enforce this Consent Judgment

13. This Consent Judgment may be so ordered by the Court without any further notice to the parties.

Executed this 12th day of April, 2005

ROSLYNN R. MAUSKOPF
United States Attorney
Eastern District of New York
One Pierrepont Plaza, 14th Fl.
Brooklyn, New York
By: Keisha Ann G. Gray
KEISHA-ANN G. GRAY
Assistant U.S. Attorney
(718) 254-6020

Executed this 28th day of April, 2005

MELVIN L. GREENWALD
Attorney for Plaintiff
401 Broadway
New York, New York, 10013
By: Melvin L. Greenwald
MELVIN L. GREENWALD, Esq. (MG5388)
(212) 925-2332

AGREED AND CONSENTED TO:

Maximo Ferreiras
MAXIMO FERREIRAS
Shareholder, Officer and Director
M.C. Park Avenue Food Corp.

On April 28, 2005, before me, MAXIMO FERREIRAS, personally came and known to me and who by me was duly sworn and did depose and say that deponent is the sole shareholder, officer, director, and true owner of M.C. Park Avenue Food Corp., and that he is thus authorized to execute the settlement of this action as described above, and that deponent signed the document.

NOTARY PUBLIC: Melvin L. Greenwald

SO ORDERED on this 19th day of Sept 1, 2005.

MELVIN L. GREENWALD
Notary Public, State of New York
No. 24-1563550 Qual. in Kings Co.
Commission Expires: 3/8/06

THE HONORABLE I. LEO GLASSER
UNITED STATES DISTRICT COURT JUDGE